

**BRADY**  
THE CITY OF  
**TEXAS**

Tony Groves  
Mayor

Larry Land  
Council Member Place 1

Missi Elliston  
Council Member Place 2

Jeffrey Sutton  
Council Member Place 3

Jane Huffman  
Mayor Pro Tem  
Council Member Place 4

Jay May  
Council Member Place 5

Erin Corbell  
City Manager

Tina Keys  
City Secretary

Sharon Hicks  
City Attorney

## **MISSION**

The City of Brady strives to share its history and encourage the development of diverse housing, employment, infrastructure, and opportunity through transparent management and financing for all residents and employees.

# **CITY OF BRADY COUNCIL AGENDA**

## **REGULAR CITY COUNCIL MEETING**

### **AUGUST 2, 2022 AT 6:00 PM**

NOTICE is hereby given of a meeting of the City Council of City of Brady, McCulloch County, State of Texas, to be held at 6:00 p.m. August 2, 2022, at the City of Brady Municipal Court Building located 207 S. Elm St., Brady, Texas, for the purpose of considering the following items. The City Council of the City of Brady, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

#### **1. CALL TO ORDER, ROLL CALL & CERTIFICATION OF A QUORUM**

#### **2. INVOCATION & PLEDGE OF ALLEGIANCE**

#### **3. PUBLIC COMMENTS: Reserved for items NOT listed on the agenda**

*Please limit individual public comments to three (3) minutes. In accordance with TX AG opinion, any public comment addressing items not on the agenda, will only be heard by the City Council. No formal action, deliberation, discussion, or comment will be made by City Council. State Law prohibits any deliberation or decisions regarding items presented in public comments. City Council may only make a statement of specific factual information given in response to the inquiry; recite an existing policy; or request staff to place the item on an agenda for a subsequent meeting.*

#### **4. CONSENT AGENDA: Reserved for routine items to save time**

*Any item may be removed from the Consent Agenda at the request of a Council Member and considered separately following the Consent Agenda approval. All items listed on the Consent Agenda are to be with one motion "Move to approve Consent Agenda."*

- A. Approval of Minutes for Regular Meeting on July 19, 2022

#### **5. PRESENTATIONS**

#### **6. PUBLIC HEARING:**

None

## 7. INDIVIDUAL CONCERNS

***City Council Members are to deliberate the following items. Staff will present the item and are prepared to answer City Council Member questions. The Mayor will recognize Council Members as the council discuss the item so everyone is heard. Once the City Council Members finish discussion, the Mayor will recognize attendees who have comments. Attendees and council members need to direct comments to the Mayor as they are recognized. When all comments are complete, the Mayor will call for a motion.***

- A. Discussion, consideration and possible action on awarding engineering services agreement to Enprotech / Hibbs & Todd, Abilene, Texas to develop professional plans & specifications for public bidding purposes describing water main improvements along China St. from near Commerce St. south to West China St.
- B. Discussion, consideration and possible action regarding the City's employee insurance benefit package for FY 2023.
- C. Discussion, consideration and possible action regarding ratification of the tax increase reflected in the FY 2023 budget
- D. Discuss and vote FOR or AGAINST the proposed 2022 tax rate.
- E. Discussion, consideration and possible action adding members to City of Brady advisory boards.

## 8. STAFF REPORTS

### A. Upcoming Special Events/Meetings:

August 6	HAPPY BIRTHDAY JANE HUFFMAN
August 16	Regular City Council Meeting, 6:00 p.m.
August 17	Back to school!!
August 21	HAPPY BIRTHDAY MAYOR GROVES

## 9. ANNOUNCEMENTS

Pursuant to the Texas Government Code § 551.0415, City Council Members and City staff may make reports about items of community interest during a meeting of the governing body without having given notice of the report. Items of community interest include: Expressions of thanks, congratulations, or condolence; an honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision; Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and announcements involving an imminent threat to public health and safety of people in the municipality that has arisen after the posting of the agenda.

## 10. EXECUTIVE SESSION

The City Council of the City of Brady will adjourn into Executive Session for the following:

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act

## 11. OPEN SESSION ACTION ON ANY ITEMS COMING OUT OF EXECUTIVE SESSION

Discussion, consideration or possible action as a result of Executive Session, if any.

## 12. ADJOURNMENT

*I certify that this is a true and correct copy of the City of Brady City Council Meeting Agenda and that this notice as posted on the designated bulletin board at Brady City Hall, 201 E. Main St., Brady, Texas 76825; a place convenient and readily accessible to the public at all times, and said notice was posted on \_\_\_\_\_ by 6:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.*

*Tina Keys, City Secretary*

In compliance with the American with Disabilities Act, the City of Brady will provide for reasonable accommodations for persons attending public meetings at City facilities. Requests for accommodations or interpretive services must be received at least 48 hours prior to the meeting. Please contact the City Secretary at 325-597-2152 or [tkeys@bradytx.us](mailto:tkeys@bradytx.us)

**Attendance by Other Elected or Appointed Officials:** It is anticipated that members of other governmental bodies, and/or city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. The members of the boards, commissions and/or committees may be permitted to participate in discussion on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.

The City Council of the City of Brady reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda as authorized by the Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding prospective Gifts or Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices), 551.086 (Deliberate, vote or take final action on competitive matters of the public power utility), and 551.087 (Deliberation regarding Economic Development).

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes written interpretation of the Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.104(c) and the meeting is conducted by all participants in reliance on this opinion.

STATE OF TEXAS

COUNTY OF McCULLOCH

CITY OF BRADY

The City Council of the City of Brady, Texas met in a Regular Meeting on Tuesday July 19, 2022, at 6:00 pm with Mayor Anthony Groves presiding in person. Council Members present were Missi Elliston, Larry Land, Jay May, and Jane Huffman. City staff present were City Manager Erin Corbell, Public Works Director Steven Miller, Finance Director Lisa McElrath, Police Chief Steve Thomas, Police Captain Randy Batten, Electric Superintendent Joe Solis, and City Secretary Tina Keys. Also in attendance were James Griffin, Tony Cook, Annita Ellison, Chris Pyle, Stephanie Pyle, Alexander Pyle, Kairi Pyle, Hailey Boyd and Becky Pyle.

#### **1. CALL TO ORDER, ROLL CALL & CERTIFICATION OF A QUORUM**

Mayor Groves called the meeting to order at 6:00 p.m. Council quorum was certified.

#### **2. INVOCATION AND PLEDGE OF ALLEGIANCE**

Council Member May gave the invocation, and the Pledge of Allegiance was recited.

#### **3. PUBLIC COMMENTS**

There were no public comments.

#### **4. CONSENT AGENDA**

- A. Approval of Minutes for Regular Meeting on July 5, 2022 and Budget Work Sessions on July 11 and 13, 2022.

Council Member Elliston moved to approve the Consent Agenda as amended. Seconded by Council Member May. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.

#### **5. PRESENTATIONS:**

- Swearing in of new police officer, Chris Pyle – Officer Pyle was sworn in by City Secretary Tina Keys
- 3<sup>rd</sup> Quarter Financial Report – FY 22 – Lisa McElrath presented to Council

#### **6. PUBLIC HEARINGS AND INDIVIDUAL CONCERNS ON PUBLIC HEARING**

There were no Public Hearings

#### **7. INDIVIDUAL CONCERNS**

- A. Discussion, consideration and possible action regarding the **second and final reading of Ordinance 1343** of the City of Brady, Texas to amend the FY22 Budget to allow for unplanned landfill related expenditure (Fund 60). Steven Miller presented. Council Member Elliston moved to approve the second and final reading of Ordinance 1343. Seconded by Council Member Huffman. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.
- B. Discussion, consideration and possible action regarding the **second and final reading of Ordinance 1344** of the City of Brady, Texas amending the 2021/2022 BEDC budget to fund Monument Works, Sandy’s Kitchen and Catering and Channing Booker. Erin Corbell presented. Council Member Elliston moved to approve the second and final reading of Ordinance 1344 to amend BEDC budget in the amount of \$245,543. Seconded by Council Member Huffman. All Council Members voted “aye” and none voted “nay”. Motion passed with a 4 - 0 vote.

C. Discussion, consideration and possible action regarding approval of disposition of City-owned assets through the Public Surplus online auction ([www.purlicsurplus.com](http://www.purlicsurplus.com)). Lisa McElrath presented. Council Member May moved to approve the disposition of City-owned assets listed and give the City Manager the authority to dispose of the confirmed City surplus property in the manner most advantageous to the City through the Public Surplus online auction ([www.publicsurplus.com](http://www.publicsurplus.com)), or recycle. Seconded by Council Member Land. All Council Members voted “aye” and none voted “nay”. Motion passed with a 4 - 0 vote.

D. Discussion, consideration and possible action regarding approval to purchase commercial electric meters from Aqua Metric Sales Company (\$50,377.15). Lisa McElrath presented. Council Member May asked if staff can notify people before meters are removed. Joe Solis commented about the condition and age of meters. Council Member May moved to approve the purchase of commercial electric meters from Aqua Metric Sales Company as outlined on the HGACBuy contract pricing quote for \$50,377.15. Seconded by Council Member Land. All Council Members voted “aye” and note voted “nay”. Motion passed with a 4 – 0 vote.

## 8. STAFF REPORTS

A. **Monthly Financial / Utility Reports**

B. **Monthly Activity Reports:** Seniors, Golf, BPD, Fire-EMS Calls, BVFD Expense Report, Animal Control, Airport, Code Enforcement, Chronic Code Complaints and Structures Inhabited without utilities, Municipal Court

C. **Upcoming Special Events/Meetings:**

July 28	HAPPY BIRTHDAY JAY MAY
August 2	Regular City Council Meeting, 6:00 p.m.
August 6	HAPPY BIRTHDAY JANE HUFFMAN
August 16	Regular City Council Meeting, 6:00 p.m.
August 21	HAPPY BIRTHDAY MAYOR GROVES

## 9. ANNOUNCEMENTS

Council Member Land said he wanted to brag on the code officer for everything she has done. Erin Corbell said we took in 84.3 tons of unwanted items during the bulk trash pickup. Council Member May commented and said he got a lot of favorable comments about the bulk trash pickup. Council Member Elliston asked if we do it once a year. Erin said no; it takes a lot from the street department. Council Member Elliston said she thinks it's a good idea if we do it every year.

## 10. EXECUTIVE SESSION

The City Council of the City of Brady adjourned into Executive Session for the following:

- Pursuant to Section 551.071 (Consultation with Attorney), the City Council will consult with the City Attorney about pending or contemplated litigation or on a matter in which the duty of the attorney to the City under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act
- Pursuant to Section 551.074 (Personnel Matters) City Council will meet to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: City Manager Erin Corbell

Regular Session was closed at 6:39 p.m. Executive Session was opened at 6:39 p.m. and closed at 6:41 p.m. and Open Session resumed at 6:41 p.m.

## 11. OPEN SESSION ACTION ON ANY ITEMS COMING OUT OF EXECUTIVE SESSION

Council Member Ellison moved to approve the City Manager contract. Seconded by Council Member Huffman. All Council Members voted “aye” and none “nay”. Motion passed with a 4 – 0 vote.

**12. ADJOURNMENT**

There being no further business, the Mayor adjourned the meeting at 6:42 p.m.

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Mayor Anthony Groves

Attest: \_\_\_\_\_  
Tina Keys, City Secretary

**City Council  
City of Brady, Texas  
Agenda Action Form**

<b>AGENDA DATE:</b>	08/02/2022	<b>AGENDA ITEM</b>	7. A																											
<b>AGENDA SUBJECT:</b> Discussion, consideration, and possible action on awarding engineering services agreement to Enprotec / Hibbs & Todd, Abilene, Texas to develop professional plans & specifications for public bidding purposes describing water main improvements along China St. from near Commerce St. south to West China St.																														
<b>PREPARED BY:</b> S. Miller		<b>Date Submitted</b>	06/29/2022																											
<b>EXHIBITS:</b> Engineering Services Agreement Idealized Contract Schedule Sketch – China St. Main Extension Sketch – S China St. Service Reconstructions RFQ Ranking Worksheet																														
<b>BUDGETARY IMPACT:</b>		<b>Required Expenditure:</b>	\$94,000.00																											
		<b>Amount Budgeted:</b>	\$250,000.00																											
		<b>Appropriation Required:</b>	\$00.00																											
<b>CITY MANAGER APPROVAL:</b>																														
<b>SUMMARY:</b> City staff solicited professional services through a Request for Qualifications method utilizing proper public advertisement and receipt of sealed responses on February 17, 2022. Six (6) responses were received and evaluated by city staff and ranked as shown in the attached exhibit. Enprotec / Hibbs & Todd (eHT) in concert with city staff including general direction from city council produced a scope of work as more fully explained in the Engineering Services Agreement. The selected area of water main improvement is shown in the two (2) exhibits or sketches. eHT has proposed a two (2) phase engineering response in the development of the plans & specifications for public bidding purposes. Phase One (1) is Preliminary Design to a substantial level of 60% for city staff review and comment; and Phase Two (2) phase is Final Design to near completion level of 90% for city staff review and comment. eHT's proposed fee structure is explained in the Engineering Services Agreement or summarized as follows:																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; padding: 5px;">TASK I</td> <td style="width: 50%; padding: 5px;">Preliminary Design Phase</td> <td style="width: 25%; padding: 5px; text-align: right;">\$20,000.00</td> </tr> <tr> <td style="padding: 5px;">TASK II</td> <td style="padding: 5px;">Final Design Phase</td> <td style="padding: 5px; text-align: right;"><u>\$52,000.00</u></td> </tr> <tr> <td></td> <td style="padding: 5px;"></td> <td style="padding: 5px; text-align: right;">Design Services - Subtotal</td> </tr> <tr> <td style="padding: 5px;">TASK III</td> <td style="padding: 5px;">Bidding Phase</td> <td style="padding: 5px; text-align: right;"><u>\$72,000.00</u></td> </tr> <tr> <td></td> <td></td> <td style="padding: 5px; text-align: right;">\$8,000.00</td> </tr> <tr> <td></td> <td></td> <td style="padding: 5px; text-align: right;">Summation Fee Basis, Total</td> </tr> <tr> <td></td> <td></td> <td style="padding: 5px; text-align: right;"><u><b>\$80,000.00</b></u></td> </tr> <tr> <td></td> <td></td> <td style="padding: 5px; text-align: right;">Survey Services (Time &amp; Material) Not-to Exceed</td> </tr> <tr> <td></td> <td></td> <td style="padding: 5px; text-align: right;"><b><u>\$14,000.00</u></b></td> </tr> </table>				TASK I	Preliminary Design Phase	\$20,000.00	TASK II	Final Design Phase	<u>\$52,000.00</u>			Design Services - Subtotal	TASK III	Bidding Phase	<u>\$72,000.00</u>			\$8,000.00			Summation Fee Basis, Total			<u><b>\$80,000.00</b></u>			Survey Services (Time & Material) Not-to Exceed			<b><u>\$14,000.00</u></b>
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Generally, the proposed design consists of approximately 3,200 ft. of 8-in. water main installation from near Commerce St. south to 11 <sup>th</sup> St. replacing an existing 2-in. main serving approximately 40 residential customers. Further, the improvements will include fire hydrant spacing and several branch connections across selected intersections on China St. The 2 <sup>nd</sup> part or phase of this proposed project is from near 16 <sup>th</sup> St. on China St. south to West China St. or approximately 3,000 ft. of linear water service abandonment and reconnection, transferring water services from an existing 2-in. water main to an adjacent existing 10-in. water main serving around 50 residential customers.																														
<b>RECOMMENDED ACTION:</b>																														
Mayor to ask for City Council Authorization to allow City Manager to execute an engineering service agreement with Enprotec/Hibbs & Todd, Abilene, Texas, in the amount of <b>\$94,000.00</b> .																														

## ENGINEERING SERVICES AGREEMENT

This agreement, effective the \_\_\_\_ day of \_\_\_\_\_, **2022**, between **CITY OF BRADY** (hereinafter referred to as "Owner") and **ENPROTEC / HIBBS & TODD, INC.**, (hereinafter referred to as "Engineer").

### SECTION 1. SERVICES

1.1 Engineer agrees to perform for Owner engineering services for the **2022/2023 Small Diameter Water Main Replacement Project** as outlined in the written Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("the Scope of Services").

1.2 The services to be performed shall not be modified from those detailed in the Scope of Services unless such modifications are approved in advance in writing and signed by authorized representatives of both Owner and Engineer.

1.3 The design services are estimate to be completed in 110 days from date of release of work authorization from Owner.

### SECTION 2. RECOGNITION OF RISK

Owner recognizes that environmental, geo-technical and surveying conditions can vary from those encountered at the time and locations where data are obtained by Engineer, and that the limitation on available data may result in some level of uncertainty with respect to the investigation of these conditions, despite the use of due professional care.

If Engineer's services include assessment, identification, or testing services the number of investigations Engineer makes, the number of samples Engineer collects, or the number of tests it performs are necessarily limited by budgetary and time constraints, and observations and samples because they are obtained from a specific geographic location may not exactly represent similar samples or observations in the

immediate vicinity. Owner agrees to the amount or level of testing performed and the associated risk. Engineer does not guarantee that all sources of possible environmental condition will be identified, that all contaminants or environmental conditions will be detected/identified, or that requirements, standards, or conditions will not change over time. Any report issued by Engineer will set forth its findings and conclusions based on the limited information available from the observations, investigations, sampling and/or testing conducted under this Agreement. In preparing its report, Engineer may review and interpret information provided by the Owner, third parties, and regulatory agencies and will be entitled to rely on the accuracy of such information, including laboratory results, without performing an independent verification. Engineer may include in its report a Statement of Limitations describing the limits of its investigations and findings and a statement that the report is for the Owner's use only and will not be relied on by any third party, except as expressly agreed in writing by Engineer, and then only at such third party's own risk.

### SECTION 3. LIABILITY

3.1 Engineer represents that the services shall be performed, within the limits described in the Scope of Services, in a manner consistent with the level of care and skill ordinarily exercised by other engineering consultants under similar circumstances.

3.2 No other representations to Owner, expressed or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, or any other document generated by Engineer in the performance of services contracted herein.

3.3 Engineer's liability shall be limited to injury or loss caused by the negligence of Engineer, its subcontractors and/or agents hereunder. Any

claims by the Owner shall be initiated within twelve (12) months from the date of the Engineer's final invoice to the Owner under this Agreement.

#### **SECTION 4. INFORMATION FROM OWNER**

4.1 Prior to the commencement of services, and continuing thereafter, Owner shall notify Engineer of any possible health or safety hazard existing on or near the site where services are to be or are being performed by the Engineer or its subcontractors.

4.2 Owner shall provide Engineer, to the extent possible, with all relevant data and information in its possession relating to the Scope of Work, to the site and to the environmental, topographical, and geo-technical conditions of the site and surrounding area. Owner shall endeavor to show, on plans to be furnished to Engineer, the locations of surface and subsurface structures, such as pipes, tanks, cables and utilities. Owner shall provide Engineer, in writing, all criteria, design and construction standards, and all other information relating to Owner's requirements for the project. Owner shall give Engineer prompt written notice of any suspected defect in Engineer's services.

#### **SECTION 5. TERMS OF PAYMENT**

5.1 Owner shall compensate Engineer for its services in the amount and manner as described in attached Exhibit B.

5.2 Unless otherwise stated or agreed to in writing by both parties, Engineer shall invoice Owner at the end of each month for all services performed under the Scope of Services during that month.

5.3 Terms of payment shall be net thirty (30) days after invoice date of a properly prepared and correct invoice by Engineer. Payment shall be considered made when payment checks are received by the Engineer. Engineer's invoice shall be accompanied by such records or other written

proof as Owner deems adequate to verify the billings appearing therein and shall be in a form as may be prescribed by Owner.

#### **SECTION 6. TAXES**

Engineer assumes full responsibility for payment of all other federal and state taxes of whatever sort, social security and unemployment compensation taxes, withholding taxes, and all other taxes or charges applicable to Engineer's actions, employees, facilities and materials for performing services hereunder or applicable to Engineer's income hereunder.

#### **SECTION 7. SITE AND LOCAL CONDITIONS**

7.1 Engineer has the right to examine the site in order to become acquainted with local conditions and accepts conditions at the site unless otherwise noted in writing to Owner. Any coordination or scheduling of work by Owner shall not relieve Engineer from its responsibilities specified hereunder.

7.2 Necessary arrangement for access to any site by Engineer's employees will be made with Owner. Owner reserves the right to withhold, or to withdraw approval for, access to its premises of any person for any reason considered sufficient by Owner. Owner shall promptly notify Engineer in the event access is denied, shall give Engineer a reason for the access denial, and shall make every effort to assist the Engineer in resolution of the concern which prompted the access denial. Unreasonable continued denial of access by the Owner shall result in a breach of this agreement.

#### **SECTION 8. INSURANCE**

8.1 Engineer shall carry and maintain in force at all times relevant hereto, at Engineer's expense, insurance of the type and of minimum coverage limits as follows:

1. Workers Compensation - Statutory Employer's Liability - Limits as required by the State of Texas.

2. Comprehensive General Liability, Bodily Injury and Property Damage including contractual liability in a combined single limit - \$1,000,000 per occurrence.

3. Comprehensive Automotive Liability, Bodily Injury and Property Damage in a combined single limit - \$1,000,000 per accident.

8.2 Certificates of insurance in a form acceptable to Owner, evidencing the coverage required above, shall be made available to Owner upon request. In the event any subcontractor is employed, with or without Owner consent, for the services covered in this Agreement, Engineer assumes full responsibility to ensure that the subcontractor's services are covered by the same insurance limits as set forth herein.

8.3 Owner shall be listed as Certificate Holder and as an additional insured.

#### **SECTION 9. ASSIGNMENT AND SUB-CONTRACTING/THIRD PARTY RIGHTS**

The rights and obligations covered herein are personal to each party hereto and not to any third party and for this reason neither this Agreement nor any contract hereunder shall be assignable by either party in whole or in part.

#### **SECTION 10. NONDISCLOSURE**

If so requested by Owner in writing, Engineer agrees not to disclose to others (a) the fact that Owner purchased or plans to purchase services from Engineer or (b) the results of services performed herein except when such disclosure is necessary to perform services required under this Agreement or as required by law.

#### **SECTION 11. INDEPENDENT CONTRACTOR**

It is understood that all employees engaged under this Agreement are and shall be considered to be the employees of Engineer, and that none of said persons engaged under the Agreement shall be regarded as employees of Owner in any instance. Further, Engineer alone is responsible for the employment, control, and conduct of its employees. Engineer's relationship to Owner under this Agreement shall be that of an independent contractor and nothing in this Agreement shall be construed to constitute Engineer, or any of its employees, as an agent, associate, joint venturer or partner of Owner.

#### **SECTION 12. DELAYS**

Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of either party which could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusual weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts or other disturbances, protest demonstrations, unanticipated site conditions and instability, which prevent Engineer's ability, after reasonable diligence, to supply personnel, equipment or materials to the work site. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume, as soon as is reasonably possible, the normal pursuit of the services under the Agreement. Delays within the scope of this article which cumulatively exceed forty-five days shall, at the option of either party, make the Agreement subject to termination or renegotiation.

#### **SECTION 13. AUTHORITY**

The parties hereby represent that they have full power and authority to enter into and perform this Agreement and the parties know of no agreements, contracts, promises or undertakings

which would prevent the full execution and performance of this Agreement.

#### **SECTION 14. RESERVATION OF RIGHTS**

Owner's or Engineer's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies due to a future breach, whether of a like or different character.

#### **SECTION 15. ACTIONS**

15.1 All legal actions by either party shall be brought only in the courts of the State of Texas, sitting in **McCulloch County, Texas**.

15.2 The prevailing party in any such action shall be entitled to recover reasonable attorney's fees.

#### **SECTION 16. SEVERABILITY**

In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provisions of this Agreement either void or unenforceable. All provisions which are void or unenforceable shall not substantially affect the rights or obligations granted to or undertaken by either party.

#### **SECTION 17. TERMINATION**

17.1 The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

17.2 The Engineer, upon termination, shall be paid for all services rendered through the date of termination together with additional expense and reimbursable expense then due. Termination expenses are in addition to compensation for services and include expenses which are directly attributable to termination. Payment shall be made in full at time of termination.

#### **SECTION 18. NOTICE**

Any notice required under this Agreement will be in writing and given either personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed to the parties as follows:

If to Owner: **City of Brady**  
**P.O. Box 351**  
**Brady, Texas 76825**  
**Tel 325-597-2152**

If to Engineer: **Enprotec / Hibbs & Todd, Inc.**  
**402 Cedar Street**  
**P. O. Box 3097**  
**Abilene, Texas 79604**  
**Tel (325) 698-5560**  
**Fax (325) 691-0058**

All notices shall be effective upon the date of receipt.

#### **SECTION 19. ENTIRE AGREEMENT**

This Agreement and the exhibits hereto represent the entire agreement between Owner and Engineer with respect to the subject matter hereof and the services described therein, and supersedes all prior or contemporaneous representations, communications, agreements or understandings, whether oral or written. No changes or modifications shall be made to this Agreement or any exhibit unless reduced to writing which clearly states that it is an amendment or change to this Agreement or the respective agreement, signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have caused three (3) copies of this Agreement to be executed by duly authorized representatives, as follows:

**ENPROTEC / HIBBS & TODD, INC.**

  
Signature

6/17/2022  
Date

**CITY OF BRADY**

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Chris Hay

Printed or Typed Name

\_\_\_\_\_  
Printed or Typed Name

Associate Vice President / Senior Project Manager

Title

\_\_\_\_\_  
Title

## EXHIBIT A

### SCOPE OF SERVICES

#### SECTION A - BASIC ENGINEERING SERVICES

The ENGINEER shall furnish BASIC ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement. Performance of the services requested during this phase will be initiated by the ENGINEER promptly and after the OWNER issues a written authorization to proceed.

##### I. Preliminary Design Phase

###### A. ENGINEER shall:

1. Consult with the OWNER to define and clarify OWNER's requirements for the Project and available data.
2. Identify, consult with, and prepare requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER.
3. Establish with the OWNER project limits/routing to include a new water main on China Street from its intersection of Commerce Street to its intersection with Eleventh Street, including main extensions for a block length at Second, Seventh, Eighth, and Ninth Streets, fire hydrants, and water service reconnections and abandonment of a small diameter water line along China Street from its intersection with Sixteenth Street to its intersection with South China Street.

###### B. After acceptance by OWNER of the Preliminary Project Routing and indication of character, or design requirements of the Project desired by OWNER, ENGINEER shall:

1. On the basis of the above acceptance, selection, and authorization, prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
2. Advise OWNER if additional reports or specialized services of the types not contained in this Agreement are necessary and assist OWNER in obtaining such reports, data, or Services.
3. Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable construction cost and any adjustments to Total Project costs known to ENGINEER.
4. Perform or provide the following additional Preliminary Design Phase tasks or deliverables at the 60% completion level:
  - a. Furnish the Preliminary Design Phase documents to and review them with the OWNER.
  - b. Submit to OWNER 3 copies of the Preliminary Design Phase documents and revised opinion of probable construction cost.

C. ENGINEER's performance for developing Preliminary Design Phase documents, and the basis for ENGINEER's compensation under this Agreement are:

1. Design of water main, branches, fire hydrants, and service reconnections in the public right-of-way along the route as described in Section I-A-3 (Preliminary Design Phase).

II. Final Design Phase

- A. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable construction cost as determined in the Preliminary Design Phase, but subject to any OWNER directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, ENGINEER shall:
  1. On the basis of the above acceptance, direction, and authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractors. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
  2. Advise OWNER of any adjustments to the opinion of probable construction cost and any adjustments to Total Project Costs known to ENGINEER.
  3. Perform or provide the following additional Final Design Phase tasks or deliverables at the 90% completion level:
    - a. Furnish the Final Design Phase documents to and review them with OWNER.
    - b. Submit to OWNER 3 copies of the 90% level Final Design Phase documents and revised opinion of probable construction cost.
  4. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.
  5. Submit 3 final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER. Print additional copies of documents as required during bidding.
  6. Prepare and deliver a project presentation to the City Council describing the overall project, design aspects, and the probable construction cost estimate.
- B. The prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement are as follows:
  1. Design of water main, fire hydrants, and service reconnections in the public right-of-way along the route as described in Section II-A-3 (Final Design Phase).

III. Bidding Phase

- A. After acceptance by OWNER of the Bidding Documents, ENGINEER shall:
  1. Assist OWNER in advertising for and obtaining bids and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, and receive and process Contractor deposits or charges for the Bidding Documents.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
4. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals (including a written recommendation for contract award) and in assembling and awarding contracts for the Work.

IV. *Construction Phase* – Construction Phase tasks are specifically excluded from this scope of services.

## **SECTION B - ADDITIONAL ENGINEERING SERVICES**

The following Additional Engineering Services shall be provided by the ENGINEER upon written authorization by the OWNER.

I. *Designated Additional Engineering Services*

- A. Provide necessary design survey and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners or operator.

II. *Potential Additional Engineering Services*

- A. Construction Phase Administration, Construction Materials Testing, Construction Inspection, and any other construction related services shall be considered additional services. OWNER and ENGINEER may amend this contract to add Construction Phase Services.
- B. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other cause beyond ENGINEER's control.
- C. Furnishing services of ENGINEER's Consultants for other than Basic Services or designated Additional Engineering Services.
- D. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, project peer review, value engineering, and constructability review request by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- E. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof, not specifically set-out in this Agreement as a separate Prime Contract.
- F. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

- G. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
- H. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project, with the exception of land and/or rights-of-way condemnation proceedings set forth under designated Additional Engineering Services.
- I. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

## EXHIBIT B

### PAYMENT

This Exhibit, referred to in and part of the Agreement between the OWNER and ENGINEER, establishes the compensation to be paid to the ENGINEER for the services outlined under Exhibit A.

#### I. For Basic Services Having a Determined Scope - Lump Sum Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, as follows:

1. Lump Sum Amount of \$80,000 for Basic Services based on the following assumed distribution of compensation. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.

TASK I	Preliminary Design Phase	\$	20,000.00
TASK II	Final Design Phase	\$	52,000.00
TASK III	Bidding Phase	\$	8,000.00

2. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and reimbursable expenses.
3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

#### II. For Designated Additional Engineering Services using Not-to-Exceed Time and Materials Method of Payment

A. OWNER shall pay ENGINEER for designated Additional Engineering Services having a defined scope set forth in Exhibit A as follows:

1. Not-to-exceed Time and Material Amount of \$14,000 for design field surveying in rights-of-way.

#### III. For Additional Engineering Services Not Having a Defined Scope - Time and Expense Method of Payment

A. OWNER shall pay ENGINEER for services not having a defined scope in accordance with the attached Schedule of Charges. Services will not be performed unless authorized in writing by the OWNER.

## SCHEDULE OF CHARGES

Enprotec / Hibbs & Todd, Inc.  
CURRENT HOURLY CHARGES FOR PROFESSIONAL SERVICES

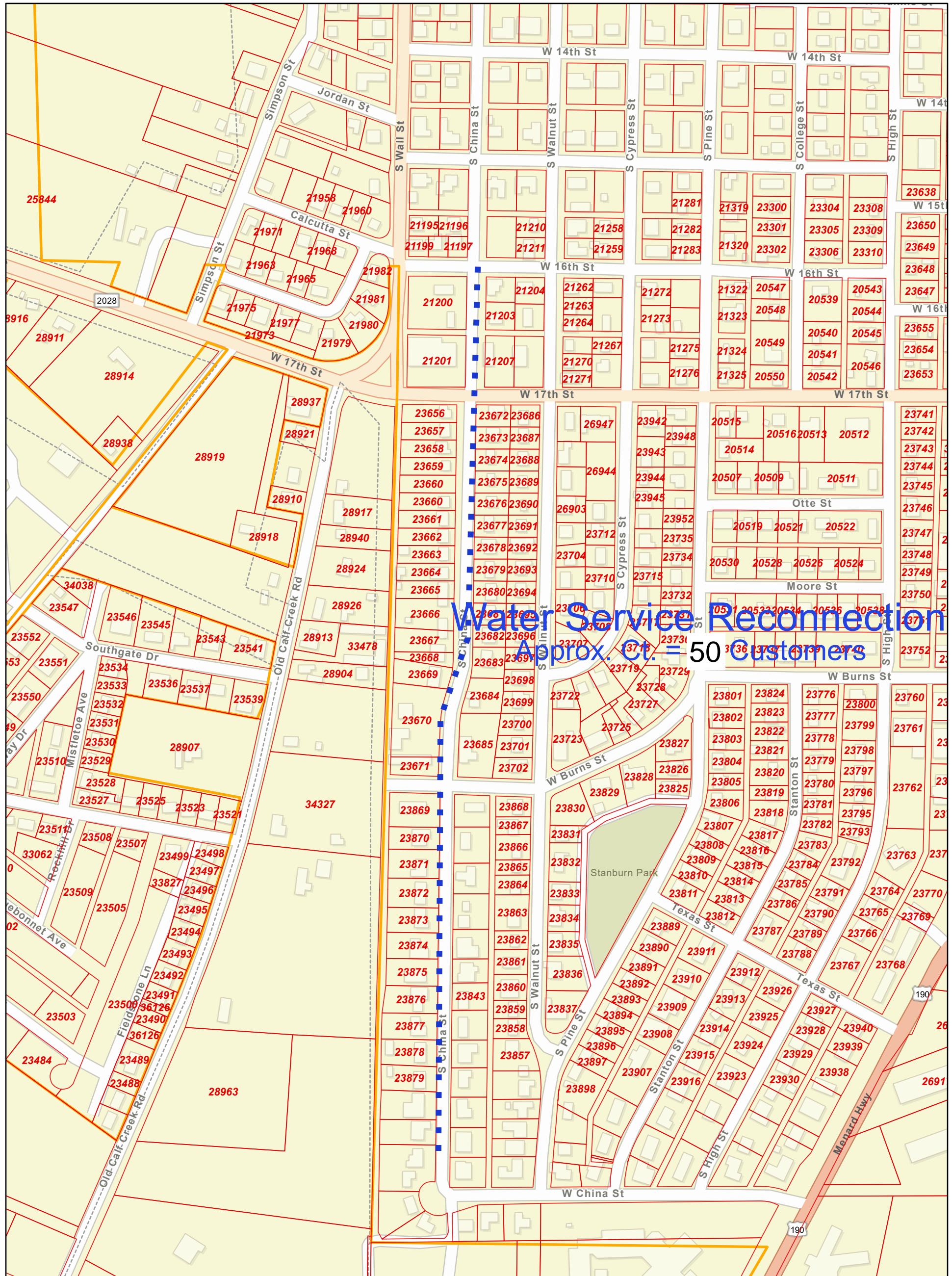
Charges include all salaries, salary expense, overhead, and profit.

Principal .....	\$ 230.00 per hour
Senior Project Manager .....	190.00 per hour
Project Manager.....	170.00 per hour
Senior Engineer / Geologist .....	150.00 per hour
Project Engineer / Geologist .....	135.00 per hour
Staff Engineer I / Geologist I .....	120.00 per hour
Staff Engineer II / Geologist II .....	105.00 per hour
RPLS I.....	155.00 per hour
Operations Specialist / Regulatory Compliance Specialist.....	150.00 per hour
Contract Operator (Certified Class A/B Operator).....	120.00 per hour
Contract Operator (Certified Class C/D Water Operator) .....	100.00 per hour
Engineering / Field Technician I.....	135.00 per hour
Engineering / Field Technician II.....	110.00 per hour
Engineering / Field Technician III.....	85.00 per hour
Survey Tech I.....	85.00 per hour
Survey Tech II.....	65.00 per hour
CAD I .....	130.00 per hour
CAD II .....	100.00 per hour
CAD III .....	65.00 per hour
Administrative .....	70.00 per hour
Survey Party .....	225.00 per hour - 3 man ..... .....
	200.00 per hour - 2 man .....
	175.00 per hour - 1 man

### Expense Items

Consultants, Contractors & Supplies .....	Cost plus 10%
Travel (out of town only).....	Current IRS rate per mile
Lodging and meals (out of town trips) .....	Actual cost

# S. China St., Water Meter Switchover



6/28/2022, 2:32:14 PM

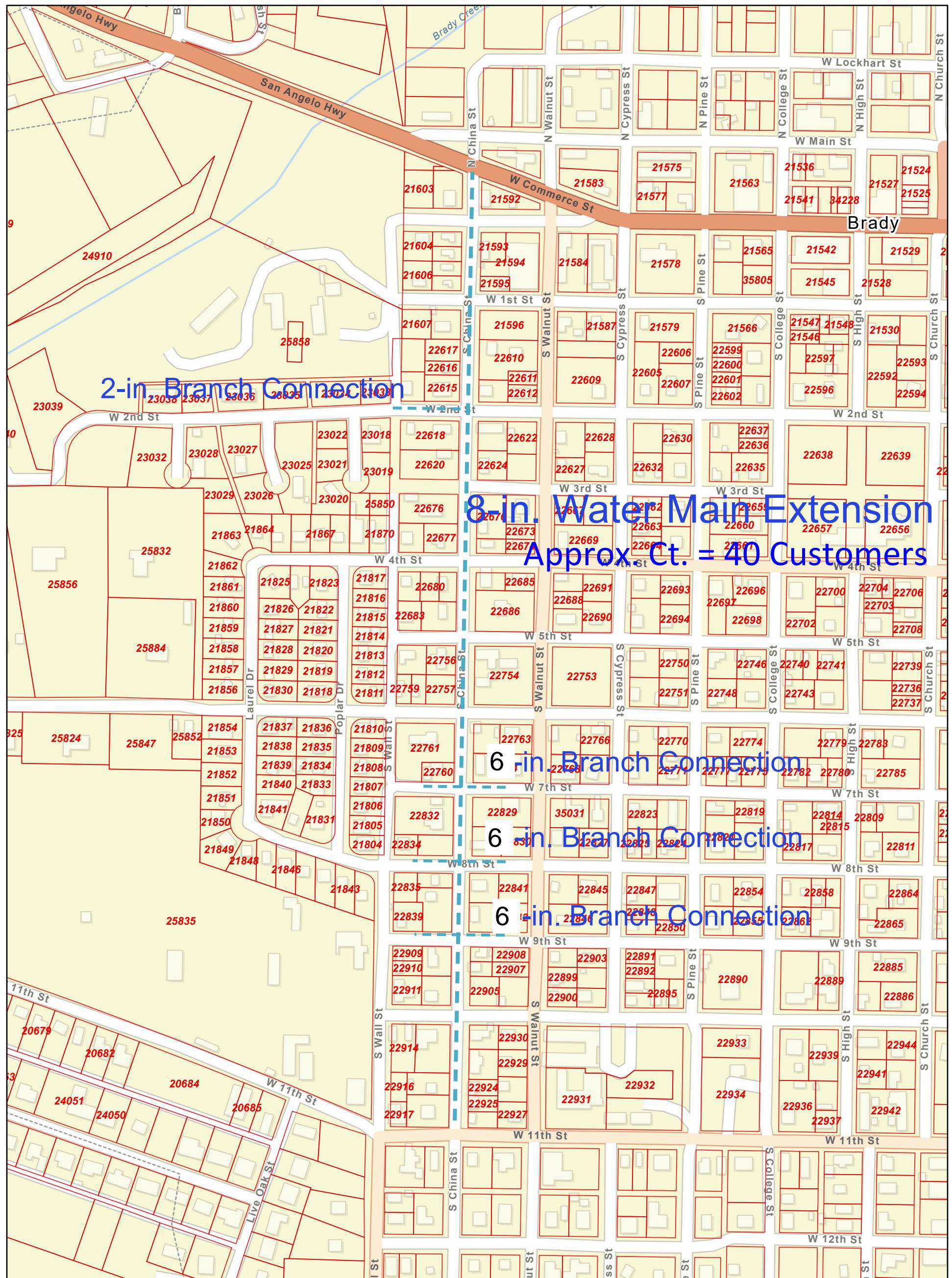
1:4,514

0 225 450 900 ft  
0 65 130 260 m

- Parcels
- Override 1
- City Limits

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# China St Main Extension, Commerce to 11th



6/28/2022, 2:16:44 PM

1:4,514

0 225 450 900 ft  
0 65 130 260m

Esri Community Maps Contributors, Texas Parks & Wildlife, © OpenStreetMap, Microsoft CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METINASA, USGS, EPA, NPS, US Census Bureau, USDA

REQUEST FOR QUALIFICATION (RFQ) FOR ENGINEERING & CONSTRUCTION PHASE SERVICES, 2022 – SMALL DIAMETER WATER MAIN REPLACEMENT PROJECT

Vendor/Criteria	The Vendor (Consultant or Firm) specific approach to the project. Although the City has identified the intent and general nature of services required, the Vendor (Consultant or Firm) is given broad leeway toward their methodology in response to this solicitation of professional services (40%).	The Vendor (Consultant or Firm) technical capabilities, specialized experience, and sufficiency of resources of comparable or similar size projects (35%).	The Vendor (Consultant or Firm) past record of performance on contracts of similar nature with other governmental agencies or public entities, including such factors as type of work, implementation strategy, technical memorandums, reports or studies and ability to meet schedules (25%).	Total Score
BAIN MEDINA BAIN	34.6	31.8	21.6	88
CENTURION	34.2	29.6	22.6	86.4
ENPROTEC / HIBBS & TODD	37.6	33.6	24.6	95.8
HEWITT	34.4	31.8	23.6	89.8
OLLER	33.8	27.8	22.6	84.2
SKG ENGINEERING	27	28	18	73

Scoring to be assigned as shown in whole numbers or 40, 35, and 25. Scoring a 40 means a 100% value to your ranking preference.

City of Brady - Small Diameter Water Line Project

## Design Schedule

**City Council  
City of Brady, Texas  
Agenda Action Form**

<b>AGENDA DATE:</b>	8-2-2022	<b>AGENDA ITEM</b>	7.B.
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action regarding the City's employee insurance benefit package for FY 2023.		
<b>PREPARED BY:</b>	Lisa McElrath	<b>Date Submitted:</b>	7-29-2022
<b>EXHIBITS:</b>	Spread sheet of medical insurance options (Sheet 1) Spread sheet with dental and vision renewal prices (Sheet 2)		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$	
	<b>Amount Budgeted FY 23:</b>	\$1,333,000	
	<b>Appropriation Required:</b>	\$	
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>
<p>The City's insurance broker obtained insurance pricing from the city's current provider, BCBS (Blue Cross Blue Shield) in July. The plan rates and options were delivered to staff on July 27, 2022.</p> <p>The renewal rate for the City's current medical plan is 5.7% or \$49.44 more per month per employee. The proposed FY 23 budget is adequately funded to meet this renewal cost should the council choose to continue the current medical plan.</p> <p>The employee offered buy-up plan renewal rate is \$23.78 (2.5%) more per month.</p> <p>6 other medical plan options are being offered by BCBS that the city may choose instead. Four of the six plans are cheaper than the renewal rate plan, but could increase the employee's maximum financial obligation.</p> <p>There is no change in the Vision insurance cost at \$5.97 per month per employee and a small increase of a \$1.25 for a rate of \$26.31 per month per employee for Dental. Both are BCBS plans.</p>

<b>RECOMMENDED ACTION:</b>
Approve BCBS Dental, Vision and Medical plans _____ and _____ (employee buy up plan) and designate the City Manager to renew the city's insurance benefit plan for FY 2023.

# The City of Brady 10/01/2022

Carrier	PCP/ Specialist	Deductible	Co-Ins	Out of Pocket Max	ER Copay	Preferred Pharmacy	Employee Only	Employee+ Spouse	Employee+ Child(ren)	Employee+ Family
<b>BCBS Current</b>							**6/86	1/1	0/0	0/0
MTBCP015	\$35/\$70	\$1,500	70%	\$5,500	\$500	0/10/50/100/150/250	\$967.07	\$1,960.38	\$2,135.29	\$3,128.59
MTBCP038	\$45/\$90	\$5,000	70%	\$5,600	\$500	0/10/50/100/150/250	\$866.28	\$1,756.08	\$1,912.76	\$2,802.55
<b>BCBS Renewal</b>										
MTBCP015	\$35/\$70	1,500	70%	\$5,500	\$500	0/10/50/100/150/250	\$990.85	\$2,008.54	\$2,187.68	\$3,205.47
MTBCP038	\$45/\$90	\$5,000	70%	\$5,600	\$500	0/10/50/100/150/250	\$915.72	\$1,856.24	\$2,021.80	\$2,962.42
<b>BCBS PPO Options</b>										
MTBCP018	\$35/\$70	\$2,000	60%	\$6,000	\$500	0/10/50/100/150/250	\$931.83	\$1,888.92	\$2,057.39	\$3,014.56
MTBCP026	\$50/\$100	\$3,000	70%	\$7,350	\$500	0/10/50/100/150/250	\$894.04	\$1,812.29	\$1,973.94	\$2,892.29
MTBCP036	\$35/\$70	\$4,000	70%	\$8,150	\$500	0/10/50/100/150/250	\$874.80	\$1,773.29	\$1,931.45	\$2,830.03
MTBCP041	\$40/\$80	\$5,000	60%	\$7,900	\$500	0/10/50/100/150/250	\$859.84	\$1,742.97	\$1,898.43	\$2,781.64
<b>BCBS PPO Options</b>										
MTBCB014 Basic*	\$35/\$70	\$1,500	80%	\$4,500	\$500	0/10/50/100/150/250	\$979.72	\$1,985.97	\$2,163.11	\$3,169.46
MTBCB038 Basic*	\$45/\$90	\$5,000	70%	\$5,600	\$500	0/10/50/100/150/250	\$835.14	\$1,692.91	\$1,843.91	\$2,701.75

*Non preferred pharmacy rates:10/20/70/120/150/250 with BCBS*

*CVS NOT a preferred pharmacy with BCBS*

*Most local pharmacies are preferred*

*\*BCBS Basic plans cover lab and xrays under deductible and coinsurance NOT copays*

*BCBS plans shown are all PPO*

*\*\* number of employees on plan*

## The City of Brady Dental and Vision 10/01/2022

Dental	Deductible	Annual Benefit	In Network	Ortho	E+Only	E+Spouse	E+Child	E+Family
BCBS (Dearborn) Current	\$50 / person	\$1000 / person	100%/80%/50%	NA	\$25.06	\$50.15	\$58.58	\$91.33
BCBS (Dearborn) Renewal	\$50 / person	\$1000 / person	100%/80%/50%	NA	\$26.31	\$52.66	\$61.51	\$95.90
Vision	Exam/frames/ lenses Frequency	*Copay- exam/lenses/ contacts	Contact lens Allowance	Frame Allownce	E+Only	E+Spouse	E+Child	E+Family
BCBS (Dearborn) Current	12/12/24 monts	\$10/\$25/\$0	\$130	\$130	\$5.97	\$11.34	\$11.94	\$17.55
BCBS (Dearborn) Renewal	12/12/24 monts	\$10/\$25/\$0	\$130	\$130	\$5.97	\$11.34	\$11.94	\$17.55

Vision and life has a rate pass until 2023

\*eye glass lenses and lens option copays and fees will vary dependent on preference selection

**City Council  
City of Brady, Texas  
Agenda Action Form**

<b>AGENDA DATE:</b>	8-2-2022	<b>AGENDA ITEM</b>	7.C.
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action regarding ratification of the tax increase reflected in the FY 2023 Budget.		
<b>PREPARED BY:</b>	Lisa McElrath	<b>Date Submitted:</b>	7-29-2022
<b>EXHIBITS:</b>			
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	\$00.00	
	<b>Amount Budgeted:</b>	\$00.00	
	<b>Appropriation Required:</b>	\$00.00	
<b>CITY MANAGER APPROVAL:</b>			
<b>SUMMARY:</b>			
The proposed budget will raise more total property taxes than last year's budget by an amount of \$30,000 which is a 3.5% increase from last year's budget.			
Sec. 102.007(c) of the Texas Local Government Code requires a separate vote of City Council to ratify the property tax increase reflected in the budget if the adoption of the budget will require raising more revenue from property taxes than from the previous year. <i>See Tex. Loc. Gov't Code §102.007(c).</i> This vote is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate. <i>See id.</i> As shown above, this year's budget requires raising more revenues from property taxes than last year's budget.			

<b>RECOMMENDED ACTION:</b>
Move to ratify the property tax increase reflected in the budget. (No roll call or record vote is required.)

**CITY COUNCIL  
CITY OF BRADY, TEXAS  
AGENDA ACTION FORM**

<b>AGENDA DATE:</b>	08/02/2022	<b>AGENDA ITEM</b>	7.E.
<b>AGENDA SUBJECT:</b>	Discussion, consideration and possible action regarding Mayor's appointment(s) to fill board vacancies		
<b>PREPARED BY:</b>	Tina Keys	<b>Date Submitted:</b>	7/29/2022
<b>EXHIBITS:</b>	Board Applications (4)		
<b>BUDGETARY IMPACT:</b>	<b>Required Expenditure:</b>	0	
	<b>Amount Budgeted:</b>	0	
	<b>Appropriation Required:</b>	0	
<b>CITY MANAGER APPROVAL:</b>			

<b>SUMMARY:</b>
There are numerous vacancies on various boards.  The Brady City Charter states: "The Mayor shall recommend to the Council appointees for the boards and commissions."

<b>RECOMMENDED ACTION:</b>
The Mayor shall make recommendations to the Council

Has an draft passed me

**CITY OF BRADY**  
**APPLICATION FOR BOARDS / COMMISSIONS**



Name of Applicant: Clint Rejsek Phone Number: 713-935-6151  
Address: 4222 County Road 2019 Alt. Phone Number:   
E-mail Address: Eden, TX 76837 ClintRejsek@hotmail.com

Are you a citizen of the City of Brady?  Yes  No

Are you a registered voter?  Yes  No

Are you currently serving on a City Board?  Yes  No

Have you ever served on a City Board?  Yes  No

Are you currently serving on a Board for another governmental Agency?  Yes  No

How long have you lived in Brady? 1

Which Board(s) would you like to apply for?  Planning & Zoning Commission (3 year term)  
 Economic Development Corporation (2 year term)  
 Zoning Board of Adjustment (2 year term)  
 Airport Advisory Board (2 year term)  
 Charter Review Commission (4 year term)  
 Tourism Advisory Board (2 year term)

Employer: Goodman Distribution Job Title: SR. Manager  
Work Address: 19001 Kermier Rd, Waller, TX 77484  
Work Phone #: 713-861-2500

Professional Experience (include professional memberships and previous employment):

-KPMG, LLP- SR. auditor for 2.5 years  
-Daikin/Goodman distribution - SR. manager over internal audit.  
Other possible for audits of all company owned distribution centers (over 230) in  
North America and Canada  
② Responsible for all investigation for the company (both criminal & non-criminal)

Community Experience (civic clubs, volunteer activities, service organizations, etc):

**CITY OF BRADY**  
**APPLICATION FOR BOARDS / COMMISSIONS**



Name of Applicant: Frederick Fraiser

Phone Number:

325-597-1914

Address: 114 Parkview Dr

Alt. Phone Number:

319-229-6921

E-mail Address: ffclu09@yahoo.com

Are you a citizen of the City of Brady?

Yes  No

Are you a registered voter?

Yes  No

Are you currently serving on a City Board?

Yes  No

Have you ever served on a City Board?

Yes  No

Are you currently serving on a Board for another governmental Agency?

Yes  No

How long have you lived in Brady? 1 yr.

Which Board(s) would you like to apply for?

<input type="checkbox"/>	Planning & Zoning Commission	(3 year term)
<input type="checkbox"/>	Economic Development Corporation	(2 year term)
<input type="checkbox"/>	Zoning Board of Adjustment	(2 year term)
<input checked="" type="checkbox"/>	Airport Advisory Board	(2 year term)
<input type="checkbox"/>	Charter Review Commission	(4 year term)
<input type="checkbox"/>	Tourism Advisory Board	(2 year term)

Employer: Regulus Group LLC

Job Title: Sr Technical Operations Specialist

Work Address: 114 Parkview Drive

Work Phone #: 319-229-6921

Professional Experience (include professional memberships and previous employment):

21 yrs USAF Maintenance & R&D work  
 20 yrs Federal Aviation Administration: Technical Operations  
 Maintainer & Maintenance Manager for multiple air traffic  
 control facilities (ATC, AFSS, FSS) for radar, communication, lighted  
 NAVAIDS

Community Experience (civic clubs, volunteer activities, service organizations, etc.):

not much in this area, but was active member of  
 American Legion Post in Newton IA

**CITY OF BRADY**  
**APPLICATION FOR BOARDS / COMMISSIONS**



Name of Applicant: Billie H. (Buz) Rattie Phone Number: 325-213-5804  
Address: PO327 Alt. Phone Number: \_\_\_\_\_  
E-mail Address: buzr168@gmail.com

Are you a citizen of the City of Brady?  Yes  No

Are you a registered voter?  Yes  No

Are you currently serving on a City Board?  Yes  No

Have you ever served on a City Board?  Yes  No

Are you currently serving on a Board for another governmental Agency?  Yes  No

How long have you lived in Brady? 8 Months 5 1/4 Years previously

Which Board(s) would you like to apply for?

<input type="checkbox"/>	Planning & Zoning Commission	(3 year term)
<input type="checkbox"/>	Economic Development Corporation	(2 year term)
<input type="checkbox"/>	Zoning Board of Adjustment	(2 year term)
<input checked="" type="checkbox"/>	Airport Advisory Board	(2 year term)
<input type="checkbox"/>	Charter Review Commission	(4 year term)
<input type="checkbox"/>	Tourism Advisory Board	(2 year term)

Employer: Retired Job Title: \_\_\_\_\_

Work Address: \_\_\_\_\_

Work Phone #: \_\_\_\_\_

Professional Experience (include professional memberships and previous employment):

Diner, Operation in the Register

Community Experience (civic clubs, volunteer activities, service organizations, etc):

POC member

**CITY OF BRADY**  
**APPLICATION FOR BOARDS / COMMISSIONS**



Name of Applicant: James R. Griffin Phone Number: 325-240-0575  
Address: 904 W 2nd St. Apt 5 Alt. Phone Number: \_\_\_\_\_  
E-mail Address: jgriffinbrady@yahoo.com

Are you a citizen of the City of Brady?  Yes  No

Are you a registered voter?  Yes  No

Are you currently serving on a City Board?  Yes  No

Have you ever served on a City Board?  Yes  No

Are you currently serving on a Board for another governmental Agency?  Yes  No

How long have you lived in Brady? 9 years

Which Board(s) would you like to apply for?

- Planning & Zoning Commission (3 year term)
- Economic Development Corporation (2) (2 year term)
- Zoning Board of Adjustment (3) (2 year term)
- Airport Advisory Board (2 year term)
- Charter Review Commission (4 year term)
- Tourism Advisory Board (2 year term)
- Building Standards (1)

Employer: Texas Best Buildings

Work Address: 2109 S. Bridge St.

Work Phone #: 325-240-0575

Job Title: Inside Sales

Professional Experience (include professional memberships and previous employment):

25+ Years of retail sales & restaurant experience. Currently work as sales consultant for Texas Best Buildings.

Community Experience (civic clubs, volunteer activities, service organizations, etc):

Have been a member of the Brady Planning & Zoning Board and the Brady Zoning Board of Adjustment. Also served on City Council 2016-2019. Have served on boards for the City of Wylie, Texas.